

PAYMENT BOND

WASHINGTON STATE FERRIES

NEW 144 - AUTO FERRIES

DESIGN - BUILD CONTRACT NO. 00-6674

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, That we, _____, as Principal (the "Principal"), and { _____, a corporation duly organized under the laws of the State of _____ and authorized to do business in the State of Washington, as Surety} (the "Surety")¹, are jointly and severally held and firmly bound unto Washington State Ferries a division of the Washington State Department of Transportation, (hereinafter called "WSF"), as Obligee, in the penal sum of

_____ (\$ _____), lawful money of the United States of America, for the payment of which sum we jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns, firmly by these presents.

The condition of this Bond is such that:

WHEREAS, on the _____ day of _____, 200_, the Principal signed a certain WSF Contract titled **New 144 - Auto Ferries Design - Build Contract No. 00-6674** (the "Contract"); and all capitalized terms used but not defined herein to be as defined in the Contract; and

WHEREAS, by the terms, conditions and provisions of the Contract, the Principal agreed to: (i) provide all design, labor, furnish all tools, materials and equipment for the Contract Work; (ii) pay all laborers, mechanics, subcontractors, agents and material men and all persons who shall supply the Principal with services, provisions and supplies for carrying out the Contract Work; and (ii) perform such other work as may be required by the Contract Documents (all of which Contract Documents are by this reference incorporated herein); and

WHEREAS this Bond shall cover all of the Contract Work, including Contract Work ordered pursuant to Change Order;

¹ If there is more than one Surety on this bond repeat the language in brackets and change the parenthetical to read (jointly and severally the "Surety").

NOW, THEREFORE, if the Principal herein shall pay all laborers, mechanics, subcontractors, agents and material men, all persons who shall supply the Principal with services, provisions and supplies for carrying out the Contract Work, and all persons who shall supply such person or persons or subcontractor with provisions or supplies for carrying out the Contract Work or anyone else permitted to claim under RCW 39.08 for all labor, material and equipment used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed this _____ day of _____, 200_.

Principal: _____

By: _____

Title: _____

Address: _____

Surety: _____

By: _____

Title: _____

Address: _____
